CRIMINAL LAW—ADULTERY—EVIDENCE OF SUBSEQUENT ACTS.—The trial court, against defendant's objections, admitted evidence of his undue familiarity with the woman named in the indictment and of facts from which illicit intercourse with her might be inferred, occurring subsequent to the act of adultery charged, certain of them occurring in another State. *Held*, that where the acts were near enough in point of time or sufficiently significant in point of character to have a tendency to establish an adulterous disposition in the parties at the time of the offense charged, such evidence was properly received. *State* v. *Moore* (Iowa), 88 N. W. 322.

The opinion of the court notes the fact that in the earlier cases such evidence was excluded, but declares that "the later text-books and decisions recognize the ordinary course of human conduct as a proper element for consideration in such investigations." Citing: *Thayer* v. *Thayer*, 101 Mass. 111, 100 Am. Dec. 110; *State* v. *Bridgman*, 49 Vt. 209, 24 Am. R. 124; *Crane* v. *People*, 168 Ill. 399; *State* v. *Witham*, 72 Me. 531; *State* v. *Raby* (N. C.), 28 S. E. 490; *State* v. *Wallace*, 9 N. H. 515; *State* v. *Way*, 5 Neb. 283; *Brooks* v. *Brooks*, 145 Mass. 574, 1 Am. St. Rep. 485; *People* v. *Patterson*, 102 Cal. 239; *Com.* v. *Bell*, 166 Pa. 405; *Lawson* v. *State*, 20 Ala. 65, 56 Am. Dec. 182; 2 McClain, Crim. Law, sec. 1098.

MUTUAL INSURANCE—FAILURE TO PAY ASSESSMENT—WAIVER—SILENCE.—Where a member of a mutual insurance company made default in the payment of an assessment and nearly a year after a loss occurred made payment of the assessment to the company, which, however, was seasonably returned by it with notice of the termination of the membership of the insured, *Held*, that there had been no waiver of the forfeiture incurred by non-payment. *Hill* v. *Farmer's etc. Ins. Co.* (Mich.), 88 N. W. 393.

Per Grant, J:

"Defendant was guilty of no laches. Plaintiff was the party to move by paying his premium or obtaining an extension of time. Plaintiff relies upon *Elmondorph* v. *Insurance Company*, 91 Mich. 37, 51 N. W. 926; *Towle* v. *Insurance Company*, 91 Mich. 219, 51 N. W. 987. In those cases the companies had said or done things inconsistent with the idea that the policy was forfeited. In this case there is nothing but silence. Defendant had a right to keep silent, and to believe that plaintiff knew what his contract was, and that he chose to suspend it by nonpayment."

This is in accordance with the general rule of the law of insurance, that after the insurance contract is consummated, the insurer is under no obligation to notify the insured of a forfeiture which he has incurred, and that mere silence in such case will not operate as a waiver. See Richards on Insurance, secs. 78–79.

FRAUDULENT CONVEYANCES—JUDGMENT AGAINST GRANTOR AFTER CONVEYANCE—PRIORITY OF LIENS.—In *Foly* v. *Ruley*, 40 S. E. 382, the Supreme Court of West Virginia, under a statute practically identical with the Virginia statute of fraudulent conveyances, has recently made the following rulings, in the language of the syllabus by the Court:

"1. A creditor who, after his debtor has made a fraudulent or voluntary conveyance of his real estate, but before any other creditor files a bill in equity to set aside such conveyance, obtains a judgment in a court of law against such debtor, has a lien, by virtue of his judgment, upon the real estate so conveyed, from the date of the judgment, superior and prior to that of the credtor assailing the deed.

"2. When all the creditors assailing a fraudulent or voluntary conveyance are judgment creditors, the lien of each dates from the time he obtained his judgment, and not from the date of the filing of his bill, answer, or petition, attacking the fraudulent or voluntary conveyance, and the priorities among them must be settled according to the dates of their judgments.

"3. A creditor at large is not entitled to priority over one who has obtained a judgment against the debtor subsequent to the date of the fraudulent conveyance, but before the filing of the bill by such creditor at large to set it aside, although he is entitled to priority over one who obtains his judgment after the filing of such bill."

The decision is expressly based on *Wallace* v. *Treakle*, 27 Gratt. 479. See a discussion of the subject in 1 Va. Law Reg. 294. Attention is there called to the fact that since *Wallace* v. *Treakle* was decided, the statute has been so altered as to give an assailing creditor a lien from the time of bringing his suit, instead of from the date of filing the bill. If the judgment be docketed, doubtless failure to file a *lis pendens* under sec. 2460, would not interfere with its priority. See *Sharitz* v. *Moyers*, 7 Va. Law Reg. 333, holding *lis pendens* under sec. 3566, unnecessary as to docketed judgments.

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BANKRUPTCY—*Misjoinder—Trustee and Creditor Uniting in Suit to Set Aside Fraudulent Conveyance.*—Where a trustee in bankruptcy and a judgment creditor unite in bringing suit in a State court to set aside an alleged fraudulent conveyance, *Held*, upon demurrer to complaint, that there was no misjoinder, and that the questions raised are the same as if the suit had been brought by the judgment-creditor alone—the trustee's rights under section 70 e of the Bankrupt Act being only those of the creditors whom he represents. *Level Land Co.* v. *Sivyer* (Wis), 88 N. W. 317.

Obtaining Goods by False Representations to Mercantile Agencies.—Where goods were shipped to vendee on credit, on false representations to a mercantile agency as to his assets and liabilities, and were received by him before his bankruptcy and an attempt made by him to return them, *Held*, that the title was not in the bankrupt or his trustee, and that vendor could maintain a petition to recover them or their value. *In Re Weil*, 111 Fed. 897.

Per Adams, Dist. J: "If the vendors relied upon the statements . . . it would seem that the misrepresentations were sufficient to entitle them to rescind the sale and claim a return of the goods. *Turner* v. *Ward*, 158 U. S. 618; *In Re Gany*, 103 Fed. 930; *In Re Epstein*, 109 Fed. 874; *Humphrey* v. *Smith*, 39 N. Y. Supp. 1055; *Bradley* v. *Bank*, 62 N. Y. Supp. 51."

Equity Powers of Court of Bankruptcy.—A district court sitting in bankruptcy can exercise the full powers of a court of equity for the ascertainment and enforcement of the rights and equities of the various parties interested in the estate of the bankrupt. *In Re Siegel-Hillman Dry Goods Co.*, 111 Fed. 980.

Affidavit to Objections to Discharge.—Section 18c of the Bankrupt Act provides that "all pleadings setting up matters of fact shall be verified under oath." *Held*, that a specification of objections to a discharge should be verified by positive oath and should not be vague and argumentative. *In Re Brown*, 112 Fed. 49.

Allowance to Assignee.—Where bankrupt had made a general assignment under State laws for the benefit of his creditors, and within four months thereafter was adjudged a bankrupt, the trustee in such deed will not be allowed compensation for his services, as the assignment was a fraud on the Bankruptcy Act, and he was